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IDAHO PUBLIC
UTILITIES COMMISSION

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND ILOKA, INC. dba
MICROTECH-TEL FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT FOR
THE STATE OF IDAHO PURSUANT TO 47
U.S.C. §252(E)

CASE NO.: QWF-7-03-12
**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) and iLoka, Inc. dba Microtech-Tel (“iLoka”) hereby jointly file this Application for Approval of Interconnection Agreement (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

iLoka and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the

Federal Communications Commission. Expeditious approval of this Agreement will enable iLoka to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

iLoka and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 20th day of May, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Freddi Pennington
iLoka, Inc. dba Microtech-Tel

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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**AGREEMENT FOR
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
QWEST CORPORATION**

**FOR
ILOKA, INC. DBA MICROTECH-TEL**

**IN THE STATE OF
IDAHO**

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between iLoka, Inc. dba Microtech-Tel ("CLEC"), a Delaware corporation, and Qwest Corporation ("Qwest"), a Colorado Corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Idaho, for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.3 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.3.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the CMP. CLEC must first complete the relevant section(s) of the New Product Amendment Questionnaire to establish ordering and billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.3.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.3.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption

Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.4 CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.4.1 When opting into a provision, Qwest may require CLEC to accept legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is Legitimately Related.

1.4.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to this Agreement. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.4.2.1 Nothing in the SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.4.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.4.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.4.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.4.3.3 below, each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area or in another mutually agreed upon location.

1.4.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorneys' fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorneys' fees and costs in prosecuting or defending the action.

1.4.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to

be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.3.1.

defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification ("ALI") data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer's Basic Exchange Telecommunications Service line.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center

where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the Idaho Public Utilities Commission.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data " means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" is a Qwest provided digital transmission path between locations designated by CLEC to which CLEC is granted exclusive use. Such locations may include, but not be limited to, Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches. The path may operate at DS-1 or higher transmission speeds. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is

the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Section 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" (IntraLATA Toll) as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of the Agreement shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop Carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this Agreement to Qwest pursuant to the notice provision of the Agreement, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(f) of the Act.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"Interim Number Portability" or "INP" is a method of number portability, such as Remote Call Forwarding ("RCF") or any other comparable and technically feasible arrangement, that allows one Party to port telephone numbers from its network to the other Party's network with as little impairment of quality, reliability and convenience to the customer as possible, but does not comply with the Local Number Portability performance criteria set forth in 47 C.F.R. Section 52.23 (a).

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate

solely to the individual Interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other Interconnection, services or elements in the approved Interconnection Agreement. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals

(multiplexing);

disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

aggregates a specified number of signals or channels to fewer channels (concentrating);

performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues

from the IXC as defined by their effective access Tariffs.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB-document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and

information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

"Network Interface Device" or "NID" is a Network Element that includes any means of interconnection of Customer Premises wiring to Qwest's Distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its local exchange service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry

Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the Billing number of the calling party.

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Physical Collocation" shall have the meaning set forth in Section 8.1.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each line side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.qwest.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" or "POA" shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports.

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC or its provision of Telephone Exchange Service.

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes, but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

"Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

"Remote Call Forwarding" or "RCF" means the INP method that redirects calls within the telephone network. If an End User Customer changes its local service provider from one Party to the other Party, using RCF, the old service provider's switch will route the End User Customer's calls to the new service provider by translating the dialed number into another telephone number with an NXX corresponding to the new service provider's switch. The new service provider then completes the routing of the call to its new End User Customer.

"Remote Premises" means all Qwest Premises, other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital Loop Carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

"Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that

can be programmed to create new Advanced Intelligent Network call processing services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

"Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common channel Signaling (CCS) messages.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section

12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Traffic," as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, and price schedules.

"Technically Feasible" Interconnection, access to unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and

mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, e.g., pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

"Unbundled Network Element Platform" or "UNE-P" is a combination of Unbundled Network Elements as set forth in Section 9.23.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Wired and Office Tested Date"-or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates the provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission Approval ("Effective Date") pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar Days after the date of invoice, or within twenty (20) calendar Days after receipt of the invoice, whichever is later (payment Due Date). If the payment Due Date is not a business day, the payment shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment Due Date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment Due Date identifying the amount, reason

and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the expiration of the term

of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each

accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Until such time as CLEC desires to order Collocation pursuant to this Agreement, CLEC shall maintain Umbrella/Excess Liability insurance in an amount of \$5,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$6,000,000.

5.6.1.4.1 At such time as CLEC desires to order Collocation pursuant to this Agreement, CLEC shall increase its Umbrella/Excess Liability insurance to an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder

on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform

under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or person, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a POTS Splitter: "End User Customer" means the DSL provider's End User Customer for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement.

Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Services" (the Authorized Phrase) in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not

permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any party exchanges including End User Customers that CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of completion of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into Interconnection Agreements under § 252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies,

magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to Qwest under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these

requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any

subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the Dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall

state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the

use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of Idaho. It shall be interpreted solely in accordance with applicable federal law and the state law of Idaho.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California Street, Suite 2410
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-965-4667
E-mail: sdea@qwest.com

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, Suite 4900
Denver, CO 80202

and to CLEC at the address shown below:

Ms. Freddi Pennington
iLoka, Inc. dba Microtech-Tel
6312 South Fiddlers Green Circle, Suite 150N
Greenwood Village, CO 80111
303-576-5622
303-373-4444 (Main #)

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use.

5.24.1 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments; Waivers

5.30.1 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End Users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 service would be provided

on the same line if provided by Qwest to a Qwest retail End User.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own End Users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing End Users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and a CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement

equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End Users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End Users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;

c) Reserved for Future Use.

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User based on End User information provided to Qwest by CLEC. Qwest will place CLEC's End Users' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End Users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End

User information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End Users. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Service or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When End Users switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End Users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason CLEC shall be responsible for providing any and all necessary notice to its End Users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End Users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End Users. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are

subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End Users, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End Users' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User, and Qwest will not accept changes to CLEC's End Users' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End Users.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End Users, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End

Users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End Users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End Users contacting Qwest in error will be instructed to contact CLEC; and Qwest's End Users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End Users who call the other Party seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End Users. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User, or the End User's new local service provider orders the discontinuance of the End User's existing Qwest service in anticipation of End User moving to a new local service provider, Qwest will render its closing bill to the End User, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User. If a CLEC that currently provides resold service to an End User, or if End User's new local service provider orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date End User receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the End User.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will

be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End Users.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. A CLEC or its End Users may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at the CLEC's End User's premises, other than by connection or disconnection to any interface between Qwest and the End User's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the line-side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access Traffic. Qwest tandem to CLEC tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End Users.

7.1.1.1 Qwest will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other Party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA the CLEC has local Customers. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements: (1) a DS1 or DS3 Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) other Technically Feasible methods of Interconnection.

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at any technically feasible POI of CLEC's determination. An entrance facility extends from the Qwest Serving Wire Center to CLEC's Switch location or POI. Qwest provided entrance facilities may not extend

beyond the area served by the Qwest Serving Wire Center. The rates for Qwest provided entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to Qwest provided entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance facilities may be used for Interconnection with Unbundled Network Elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may use remaining capability in an existing Mid-Span Meet POI to gain access to unbundled network facilities; provided that CLEC shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

7.1.2.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. CLEC is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC

7.1.2.3.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency

and wavelength necessary to implement the Interconnection.

7.1.2.4 Intentionally Left Blank.

7.1.2.5 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 EAS/Local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access Traffic is defined in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point-Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify;

- d) Toll free services; and
- e) ISP-bound traffic.

7.2.1.2.6 Reserved for Future Use.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from Qwest as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Office Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Office Switch for delivery to one of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a Qwest End Office Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a tandem will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the

Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will route traffic destined for CLEC Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest tandem.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), as designated by CLEC.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC, or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the Billing name, Billing address and Carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section 9.6 or 9.13; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will provide CLEC with a listing of Qwest switches fully capable of routing 64CCC traffic through the Qwest website: <http://www.qwest.com/disclosures>. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User's end office indicating the called End User has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User's end office, indicating the called End User has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to the CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct end office vs. tandem routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if CLEC's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one of the six (6) months following receipt of deposit. The pro-rata assumes half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six (6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass

calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which that CLEC has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. The information is proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

- a) Completed Qwest LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify a CLEC six (6) months prior to LERG amendment, the anticipation of a new local tandem Switch.

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on

Qwest's web site, <http://www.qwest.com/disclosures>.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in the standard Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2. 7.2.2.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group within thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions

such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide to CLEC monthly reports on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Reserved for Future Use.

7.2.2.9.3 Separate trunk groups may be established based on Billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the Switch type requires separation from Operator Services trunks);
- b) 911/E911 trunks;
- c) Operator Services trunks (where the Switch type requires separation from Directory Assistance trunks)
- d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/local), Information Services Access, Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) and Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access Traffic. Directory Assistance, 911/E911, operator busy line interrupt and

verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 CLEC may interconnect at either the Qwest local Tandem Switch or the Qwest Access Tandem Switch for the delivery of local exchange traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 CCS) between CLEC's Switch and those Qwest End Offices subtending a Qwest local Tandem Switch, CLEC will order a direct trunk group to the Qwest local Tandem Switch.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a Qwest end office (one (1) route via a tandem and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the tandem. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For

remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for trunk-side access.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way EF rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. Traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.1.2.2 Intentionally Left Blank.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's tandem or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are

Tandem Switching and Tandem Transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. ISP-bound traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC end office.

7.3.4.1.2 For purposes of call termination, the CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.

7.3.4.1.3 Reserved for Future Use.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the tandem and terminating end office.

7.3.4.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the V & H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives a unqueried call from CLEC to a number that has been ported to another Qwest Central Office within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating carrier of unqueried calls for purposes of identification of the carrier to billed LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 CLEC may choose one (1) of the following two (2) options for the exchange of traffic subject to §251(b)(5) of the Act ("§251(b)(5) Traffic") (See Exhibit J):

7.3.4.4.1 The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established for ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

7.3.4.4.2 Compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §7.3.6).

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Reserved for Future Use.

7.3.6 ISP-bound Traffic

7.3.6.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. While the subsections of this Section 7.3.6 reference dates that precede the Effective Date, the Parties agree that the terms of such subsections apply on a prospective basis, commencing with the Effective Date. If the Parties were exchanging traffic prior to the Effective Date, then for such period prior to the Effective Date, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the Interconnection agreement (i) that was in effect between the Parties when such order was adopted, and (ii) pursuant to which the Parties were exchanging such traffic.

7.3.6.2 The following usage-based compensation applies if Qwest and CLEC were exchanging traffic pursuant to an Interconnection agreement as of the FCC's adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-bound traffic -- The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.

7.3.6.2.2 Growth Ceilings for ISP-bound Traffic -- Intercarrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

7.3.6.2.2.1 For 2001, a Party will pay for ISP-bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment during first quarter 2001, plus a ten percent (10%) growth factor.

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which it was responsible for payment in 2001, plus another ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance a state Commission-ordered compensation rate, or as follows, whichever rate is lowest:

7.3.6.2.3.1 Reserved for Future Use.

7.3.6.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

7.3.6.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

7.3.6.2.3.4 Intentionally Left Blank.

7.3.6.3 In the event CLEC and Qwest were not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001, CLEC and Qwest will exchange ISP-bound traffic on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes CLEC expansion into a market it previously had not served.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Exchange Service and Information Service Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If CLEC fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to CLEC without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. Qwest will provide to CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed five

percent (5%) of the total traffic delivered.

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Switched Transport); 3) the number of Ports to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DSO channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the

performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar days after the service date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Reserved for Future Use.
- c) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected, will be the 31st calendar day beyond the service date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing the CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under

§222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the WSP. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free

Service provider, thus permitting the service provider to bill its End Users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

QWE-T-03-12

COMPLETE APPLICATION

IS IN THE CASE FILE